

EXHIBIT “A”

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY		PROOF OF CLAIM	
In Re: Shapes/Aroh Holdings LLC et al. Debtors.	Chapter 11 Case No. 08-14631 through 08-14635 (GMB)		
Name of Debtor Against Which Claim is Held	Case No. of Debtor:		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) A. Jerome Grossman c/o Klehr, Harrison, Harvey, Branzburg & Eilers 260 S. Broad Street Philadelphia, PA 19102 Telephone number: (610) 246-6727 Email Address: ajgrossman4@comcast.net		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 1,554,931.35 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/10 and every 5 years thereafter with respect to cases commenced on or after the date of adjustment	
2. Basis for Claim: subordinated promissory note and auto repair reimbursement obligation (See instruction #2 on reverse side.)			
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have schedules account as: _____ (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY	
Date: May 9, 2008	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. A. Jerome Grossman		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

**Shapes LLC
Interest Calculation
A. Jerome Grossman**

Note Holder **Balance** **Default Date 06/01/07**
A. J. Grossman 1,436,140.00

Accrued Interest Month	Days	30 Day Libor Rate	Default Spread	Interest Rate	Accrued Interest	Accrued Balance
Jun-07	30	5.3195%	5.00%	10.3195%	12,350.21	1,448,490.21
Jul-07	30	5.3200%	5.00%	10.3200%	12,457.02	1,460,947.22
Aug-07	30	5.4975%	5.00%	10.4975%	12,780.24	1,473,727.47
Sep-07	30	5.4927%	5.00%	10.4927%	12,886.15	1,486,613.62
Oct-07	30	4.9814%	5.00%	9.9814%	12,365.40	1,498,979.02
Nov-07	30	4.7672%	5.00%	9.7672%	12,200.69	1,511,179.71
Dec-07	30	5.0172%	5.00%	10.0172%	12,614.82	1,523,794.53
Jan-08	30	3.9091%	5.00%	8.9091%	11,313.03	1,535,107.57
Feb-08	30	3.3168%	5.00%	8.3168%	10,639.32	1,545,746.89
03/01/08-03/16/08	16	2.8066%	5.00%	7.8066%	5,363.12	1,551,110.01

114,970.01

Terms:

Note and all accrued interest is due on 12/31/10

Principal payments due in 8 qtrly installment beginning 03/31/09

No prepayment penalties

Interest to accrue on principal @ the greater of (i) LIBOR plus 200 basis points, or (ii) 3.5%

Interest rate changes effective 1st day of the following calendar month

Interest calculated on a 360 day year

Interest payable monthly on the last business day of each calendar month

Upon default:

Interest on the unpaid principal together with accrued and unpaid interest thereon

shall accrue from the date of default to the date of payment in full

@ the greater of (i) LIBOR plus 500 basis points, or (ii) 6.32%

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PAYMENT OF THIS OBLIGATION IS SUBORDINATED TO ALL OBLIGATIONS NOW OR HEREAFTER OWED BY THE COMPANIES (INCLUDING THE MAKER) TO THE CIT GROUP/BUSINESS CREDIT, INC. AS AGENT FOR ITSELF AND THE LENDERS PURSUANT TO THE TERMS AND CONDITIONS OF THAT CERTAIN STANDSTILL SUBORDINATION AGREEMENT DATED DECEMBER 30, 2003.

SUBORDINATED PROMISSORY NOTE

\$1,436,140

December 30, 2003

FOR VALUE RECEIVED, SHAPES L.L.C., a New Jersey limited liability company ("Maker"), promises to pay to the order of A. JEROME GROSSMAN, an individual ("Payee"), the principal sum of ONE MILLION FOUR HUNDRED THIRTY SIX THOUSAND ONE HUNDRED FORTY DOLLARS (\$1,436,140), lawful money of the United States of America, together with accrued interest thereon, at the rate and on the terms set forth below. Unless sooner paid in accordance with the terms of this Subordinated Promissory Note, the principal amount and all accrued interest thereon shall be due and payable on December 31, 2010.

1. Payment of Interest and Principal Amount.

(a) Interest shall accrue on the principal amount at the annual rate equal to the greater of (i) LIBOR (as defined below) plus 200 basis points (the "LIBOR Rate"), or (ii) 3.5%. The interest rate in effect from time to time pursuant to this Paragraph 1(a) is hereinafter referred to as the "Interest Rate". All changes in the Interest Rate shall become effective on the first day of the following calendar month, and shall be deemed in effect throughout such calendar month. Interest shall be calculated on the basis of a year of 360 days. Interest on the unpaid principal amount shall be due and payable monthly in arrears on the last business day of each calendar month. The term "LIBOR" means the 30 day London Interbank Offered Rate on the last business day in each calendar month, as quoted in the Money Rates Column of *The Wall Street Journal* (Eastern Edition), or as published in such other publication as the Payee may reasonably designate; provided that the initial rate for LIBOR shall be the rate quoted in the Money Rates Column of *The Wall Street Journal* (Eastern Edition) on the last business day immediately preceding the date of this Subordinated Promissory Note. In the event LIBOR is not quoted in *The Wall Street Journal* (Eastern Edition) for the last business day of any calendar month, then the rate last quoted in the Money Rates Column of *The Wall Street Journal* (Eastern Edition) for LIBOR shall be utilized.

(b) Upon the occurrence and during the continuation of an Event of Default (as defined below), whether or not the Payee declares the unpaid principal amount (together with accrued and unpaid interest thereon) to be immediately due and payable, interest on the unpaid principal amount (together with accrued and unpaid interest thereon) shall, Paragraph 1(a) above notwithstanding, accrue from the date of such Event of Default to the date of payment in full of the principal amount and all accrued and unpaid interest thereon, at the annual rate equal the greater of (i) LIBOR plus 500 basis points (the "LIBOR Default Rate"), or (ii) 6.32%. The LIBOR Default Rate shall be determined in the same manner as the LIBOR Rate, and such

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interest shall be due and payable monthly in arrears on the last business day of each calendar month.

(c) The unpaid principal amount shall be paid in eight equal consecutive quarterly installments commencing on March 31, 2009 and continuing on each March 31st, June 30th, September 30th and December 31st thereafter until December 31, 2010. Maker shall have the right to prepay at any time and from time to time, without penalty or premium, all or any portion of the principal amount. All prepayments of the principal amount shall be applied first to accrued interest, and second to the unpaid principal amount due hereunder, in inverse order of maturity.

(d) Maker shall make all payments to Payee to such place or places as Payee from time to time shall designate in writing to Maker, and absent any such written designation, to the last known address for Maker on the books and records of Maker.

2. Subordination. Payee's right to receive payments under this Subordinated Promissory Note is subordinate to the rights of The CIT Group/Business Credit, Inc., a New York corporation in its capacity as agent for certain lenders ("Agent"), under that certain Standstill Subordination Agreement dated December 30, 2003 among Stephen F. Kendall, Frank Kessler, Payee, Maker, Delair L.L.C., Ultra L.L.C., Accu-Weld L.L.C. and Agent (the "Subordination Agreement"). The indebtedness and obligations subordinated by the Subordination Agreement is referred to herein as the "Senior Indebtedness".

3. Event of Default. If (a) Maker fails to pay when due any installment of the principal amount or accrued interest thereon, and Maker shall not have remedied such failure within five business days after the date such amounts were due, (b) proceedings in bankruptcy or any other proceedings for arrangement or reorganization of Maker's debts under any state or federal law are commenced by or against Maker, or (c) there is an event of default under the Senior Indebtedness, which is not waived (each, an "Event of Default"), then Payee, in its sole discretion, may declare the unpaid principal amount and all accrued and unpaid interest thereon, immediately due and payable without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by Maker. In addition to the foregoing, in the event of an Event of Default, Payee shall have such other rights and remedies as may be available to a creditor under any applicable laws.

4. Rights Cumulative. The remedies of Payee provided in Paragraph 3 above shall be cumulative and concurrent; may be pursued singly, successively or together at the sole discretion of Payee, may be exercised as often as occasion for their exercise shall occur; and in no event shall the delay or failure to exercise any such right or remedy be construed as a waiver or release of it. Payee may also recover all reasonable costs of suit and other expenses whenever incurred by Payee (including reasonable attorneys' fees) in connection with the collection of any sums due hereunder. The remedies set forth herein shall be in addition to, and not in lieu of, any other additional rights or remedies Payee may have at law or in equity.

5. Waivers. Maker hereby waives presentment, demand for payment, notice of dishonor or acceleration, protest and notice of protest, and any and all other notices or demands

in connection with this Subordinated Promissory Note. Payee shall not be deemed to have waived any rights hereunder unless such waiver is in a writing signed by Payee.

6. Miscellaneous. This Subordinated Promissory Note and all questions relating to its validity, interpretation or performance and enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any conflict of law provision. Any notices or other communications required to be delivered to (a) Maker, shall be sent to its principal place of business, and (b) Payee, shall be sent to such address as Payee shall designate in writing from time to time (and absent such written designation, to the last known address for Payee on the books and records of Maker). All such notices or other communications shall be deemed delivered when received. This Subordinated Promissory Note shall be binding upon Maker and its successors and assigns, and shall inure to the benefit of Payee and his heirs, representatives, successors and assigns. This Subordinated Promissory Note may not be modified or amended other than by a written agreement in signed by Maker and Payee.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused its duly authorized representative to execute and deliver this Subordinated Promissory Note on the date first written above.

SHAPES L.L.C.

By: Shapes/Arch Holdings L.L.C., its sole member

By: 

Name:

Title:

via condotti llc

algrossman4@comcast.net

A Note From

Jerry Grossman

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 03/07/2008 04:42 610-527-6118 A J GROSSMAN PAGE 03
 May. 7. 2008 12:03PM No. 4731 P. 1

02/12/2008 at 04:19 PM
 19950

Atty. Jarry Grossman
856-662-7658
ALAN'S COLLISION CENTRE
 Federal ID #:231951484
 601 Red Lion Rd.
 www.AlansCollision.Net
 Philadelphia, PA 19115
 (215) 677-7773 Fax: (215) 677-1841

Job Number:

PRELIMINARY ESTIMATE

Written By: Robert Neisser #129966
 Adjuster:

Insured: FLEETWAY LEASING
 Owner: FLEETWAY LEASING
 Address: 250 ROCKHILL RD
 BALA CYNWYD, PA 19004
 Day:
 Evening:

Claim #
 Policy #
 Deductible:
 Date of Loss:
 Type of Loss:
 Point of Impact:

Inspect
 Location:

Insurance
 Company:

Days to Repair

2005 JAGU XJ8 L 8-4, 21-FT 4D SED BLACK Int:BLACK

VIN: SAJWA79C358G44976 Lic:

Prod Date:

Odometer: *42,818*

Air Conditioning	Rear Defogger	Tilt Wheel
Cruise Control	Telescopic Wheel	Intermittent Wipers
Auto Level	Climate Control	Keyless Entry
Theft Deterrent/Alarm	Steering Wheel Controls	Wood Interior Trim
Dual Mirrors	Console/Storage	Roof Console
Electric Glass Sunroof	Traction Control	Fog Lamps
Clear Coat Paint	Power Steering	Power Brakes
Power Windows	Power Locks	Power Driver Seat
Power Passenger Seat	Power Mirrors	Power Trunk/Tailgate
AM Radio	FM Radio	Stereo
Search/Seek	CD Player	Anti-Lock Brakes (4)
Driver Air Bag	Passenger Air Bag	Front Side Impact Air Bag
Rear Side Impact Air Bags	4 Wheel Disc Brakes	Leather Seats
Bucket Seats	Recline/Lounge Seats	Automatic Transmission
Overdrive	Aluminum/Alloy Wheels	

NO.	QTY	EXT.	PRICE	LABOR	PAINT
1					
2*	1	1300.00	6.0	3.0	
3					1.2
4				0.6	
5.				0.3	
6*	1	192.50	0.3		
7	1	385.00	Incl.		
8	1	89.25	Incl.		

PRODUCT 8558
To Reorder: 1-800-235-5380 or www.fabco.com
No. 4731 P. 3
HARRY COMAR #201
B

OK Sam 4/1/08
New Center

ALAN'S COLLISION CENTRE
501 Red Lion Road
PHILADELPHIA, PENNSYLVANIA 19115
(215) 677-7773
FAX (215) 677-1841

JOB WORK ORDER
4715

DATE OF ORDER: 2-1-08

CUSTOMER ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE
856-317-5302	610-246-6727	Sam Grossman		1/1
BILL TO	ORDER TAKEN BY			
Electron	CNC			
ADDRESS	856-662-5500			
CITY	610-527-2988			
JOB NAME AND LOCATION	05 JAG XJBL			
JOB PHONE			315-355-8800	

DESCRIPTION OF WORK:

1. 5/1 door panel

11. 4/1 Nick molding

11. 4/1 mirror, cover & glass

16. 4/1 Nick molding

3713 860 492 3400 2

5/08

A.J. Grossman

3/18 3500 1808

TOTAL MATERIALS	
TOTAL LABOR	
TAX	
TOTAL AMOUNT	3821.34

WORK ORDERED BY: [Signature]

321.34

I hereby acknowledge the satisfactory completion of the above described work.

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 May 1, 2008 12:04PM No. 4731, P. 2

2/2008 at 04:19 PM

Job Number:

PRELIMINARY ESTIMATE
 2005 JAGU X36 L 8-4.2L-FI 4D SED BLACK Int:BLACK

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
9*	Repl	LT Mirror glass Flat	1		203.50	Incl.	
10		FILLARS, ROCKER & FLOOR					
11*	Rpr	LT Rocker panel long WB				5.0	-1.5
12		Overlap Major Non-Adj. Panel					-0.2
13		Add for Clear Coat					0.3
14#		Light Setup and Pull	1			3.0	
15	R&I	LT Scuff plate front charcoal				0.3	
16	R&I	LT Scuff plate rear, long wheel base charcoal				0.3	
17	Repl	LT Rocker molding long WB	1	197.50		0.6	1.2
18		Overlap Major Adj. Panel					-0.4
19		Add for Clear Coat					0.2
20#		Tape Back Jamb	1	5.00	T	0.4	
21#		Cover Car From Overspray	1	5.00	T	0.2	
22#	Repl	Corrosion Materials	1	12.00	T	0.2	
23#		Hazardous Waste Removal	1	3.00	T		
24#		Clean For Delivery	1		T	0.5	
Subtotals ==>				2392.75		17.7	6.8

Parts		2367.75
Body Labor	17.7 hrs @ \$ 42.00/hr	743.40
Paint Labor	6.8 hrs @ \$ 42.00/hr	285.60
Paint Supplies	6.8 hrs @ \$ 22.00/hr	149.60
Sublet/Misc.		25.00
SUBTOTAL		\$ 3571.35
Sales Tax	\$ 3571.35 @ 7.0000%	249.99
GRAND TOTAL		\$ 3821.34
ADJUSTMENTS:		
Deductible		0.00
CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 3821.34